



Dispute Resolution Services

Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding Affordable Housing Advisory Association
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes MND, MNSD, FF

Introduction

This hearing dealt with an application by the landlord for a monetary order and an order authorizing them to retain the security deposit. Both parties participated in the conference call hearing.

Issue to be Decided

Is the landlord entitled to a monetary order as claimed?

Background and Evidence

The parties agreed that the tenancy began on September 1, 1999 and ended on April 30, 2014. They further agreed that the tenant paid a \$395.00 security deposit on August 7, 1999.

The landlord claims \$400.00 as the cost of cleaning the rental unit. The landlord provided photographs showing that the unit had soiling throughout and testified that the entire unit had to be cleaned and that walls had to be carefully washed as the tenant had burned incense in the unit and caused a residue to build up on the walls. The tenant acknowledged that she had not adequately cleaned the unit but stated that she lived in the unit with her mother and grandmother and that she had to do all of the packing and cleaning on her own. The tenant asserted that the unit was 15 years old and had been subject to little upkeep by the landlord during that time. The landlord provided a copy of an invoice showing that they paid \$400.00 to 2 cleaners.

The landlord claims \$300.00 as the cost of replacing 7 doors in the rental unit. They provided photographs showing the condition of the doors and that some doors were missing. Several doors had holes drilled into them, suggesting that some sort of padlock had been in place. The landlord provided a copy of an invoice showing that they paid \$955.50 to replace the doors and testified that they were only claiming

\$300.00 due to the age and decreased life of the doors. The tenant acknowledged that she had installed locks on some doors and said she did so in order to prevent her grandmother from wandering unimpeded through the unit.

The landlord claims \$580.00 as the cost of applying a second coat of paint in the rental unit. The landlord acknowledged that the unit needed to be repainted as the useful life of the paint had expired, but testified that a second coat had to be applied as even after the walls had been washed, the walls were stained brown from the residue of the incense. The tenant acknowledged that incense had been burned in the unit but again asserted that as the unit was older, she should not be charged for repainting.

The landlord seeks to recover the \$50.00 filing fee paid to bring their application.

Analysis

Although this was a tenancy of 15 years and the unit is older, the tenant had a responsibility to leave the unit in reasonably clean condition at the end of the tenancy. The tenant acknowledged that she did not do a good job cleaning and the pictures show that a significant amount of cleaning was required to bring the unit to a reasonably clean state. I find that the landlord is entitled to recover the cost of cleaning and I award the landlord \$400.00.

I accept that the tenant caused damage to the doors in the rental unit and that they had to be replaced. Although the tenant installed locks on the doors for a good and necessary reason, she must bear the responsibility for repairing the damage caused by the locks. I find the landlord's 66% discount to reasonably reflect the decreased life of the doors and I find the claim to be reasonable. I award the landlord \$300.00.

I find that the incense burned in the unit caused the layer of residue and staining on the walls which required additional paint to cover. While the landlord was responsible to paint the walls of the unit, they should not be responsible for additional work or costs to cover extraordinary staining and I find that the tenant should be responsible for that cost. I therefore award the landlord the \$580.00 cost of the second coat of paint.

As the landlord has been successful I find they should recover the filing fee and I award them \$50.00.

Conclusion

The landlord has been awarded a total of \$1,330.00 which represents \$400.00 for cleaning, \$300.00 to replace doors, \$580.00 to apply a second coat of paint and the \$50.00 filing fee. I order the landlord to retain the \$395.00 security deposit and the

\$38.62 in interest which has accrued to the date of judgment and I grant the landlord a monetary order under section 67 for the balance of \$896.38. This order may be filed in the Small Claims Division of the Provincial Court and enforced as an order of that Court.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 16, 2014

Residential Tenancy Branch

